

## COUNCILMEMBERS

Position No.

1. Tod Gunther
2. Barbara Ford, Deputy Mayor
3. Michelle Gehring
4. Dave Harman
5. Nicola McDonald
6. Josh Penner
7. Scott Drennen



**Mayor Joachim  
Pestinger**

## **ORTING CITY COUNCIL**

Regular Business Meeting

Agenda

Orting Multi-Purpose Center  
202 Washington Ave. S, Orting,  
WA

July 12, 2017

7 pm.

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL.**

### **2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

### **3. SWEARING IN CEREMONY- POLICE OFFICER- (5 MINUTE BREAK)**

### **4. PUBLIC COMMENTS- (*Items not on the agenda*)**

*Following comment or question. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. No person may rebut or argue with any person presenting public comments on items not on the Council meeting agenda.*

### **5. HEARING**

#### **A. AB17-50- Surplus of City Public Utility Vehicles- Resolution No. 2017-08**

- **Scott Larson**

**Motion:** *To adopt Resolution No. 2017-08, declaring surplus property and authorizing disposal of the vehicles shown in Exhibit A.*

Open Public hearing.

Scott Larson will brief.

Council questions/comments.

Public comments.

Close Public hearing.

The Mayor will ask for a motion.

### **6. PRESENTATION**

#### **A. Recovery Cafe**

### **7. CONSENT AGENDA**

- Minutes of June 28, 2017
- Payroll and Claims Warrants

**Motion:** *Move to approve Consent Agenda as prepared.*

## 8. COMMITTEE AND COUNCIL STANDING REPORTS

- Community & Government Affairs- *CM Drennen/CM McDonald*
- Public Works- *CM Penner/CM Harman*
- Parks Advisory Board- *CM Gunther/CM Gehring*
- Mayor's Report – *Mayor Pestinger*
- Miscellaneous Activity/Community Reports.

## 9. NEW BUSINESS

### A. AB17-51- Orting Red Hat Days- Sponsorship Application, by Resolution No. 2017-09.

- *CM Drennen/CM McDonald*

**Motion:** *To approve resolution No. 2017-09, A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Sponsorship of the Orting Red Hat Days.*

### B. AB17-52- Restore America- Soldiers Home Restoration Ride Sponsorship Application, by Resolution No. 2017-10.

- *CM Drennen/CM McDonald*

**Motion:** *To approve Resolution No. 2017-10 Declaring a Public purpose and authorizing City sponsorship of Restore America, Soldiers Home Restoration Ride.*

### C. AB17-53-Generator Maintenance and Repair Bid.

- *CM Penner/CM Harman*

**Motion:** *To authorize the Mayor to enter into an agreement with the low bidder, Cummins Northwest, for 3 years at a cost of \$20,072.34.*

### D. AB17-54- Backhoe Purchase.

- *Scott Larson*

**Motion:** *To approve the expenditure of \$101,121.63 for the purchase of a 2017 Case 580 SN from Sonsray Machinery in the amount of \$101,121.63.*

### E. AB17-55- Ordinance No. 2017-1013, State Treasurer LOCAL Program Equipment Financing.

- *Scott Larson*

**Motion:** *To adopt Ordinance No. 2017-1013, authorizing the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said personal property with the Office of the State Treasurer LOCAL Program.*

### F. AB17-56- Eldredge Avenue NW Sanitary Sewer Rehabilitation Project-Notice of Award.

- *JC Hungerford*

**Motion:** *To award the Base Bid and Additive 2 to Realm, Inc. in the amount of \$208,904.*

**G. AB17-57- Eldredge Ave NW Sanitary Sewer Rehabilitation Project  
Construction Services**

**Motion:** *To approve the attached scope and budget for professional services as described in the attached Eldredge Avenue NW Sanitary Sewer Rehabilitation Project Scope of Work for Construction Services in the amount of \$17,685.*

**10. EXECUTIVE SESSION**

**11. ADJOURNMENT**

**Motion:** *Move to Adjourn.*

***Upcoming Meeting:***     **Next Regular Meeting, July 26, 2017, 7:00pm (MPC)**



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-50</b> <b>SUBJECT:</b> Resolution No. 2017-08, declaring surplus property and authorizing its disposal.	<b>Agenda Item #:</b>	<b>AB17-50</b>
	<b>For Agenda of:</b>	<b>7/12/17</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>6/20/2017</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>  \$0  </u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted:</b>	<u>  \$0  </u>
City Attorney, Margaret Archer		<b>Unexpended Balance:</b>	<u>          </u>
City Clerk, Jane Montgomery		<b>Timeline:</b>	
City Treasurer, Scott Larson		<b>BARS:</b>	
Police Chief, Bill Drake		<b>Fiscal Note:</b>	
Public Works, Dean Kaelin	x		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

<b>Attachments: Resolution, Exhibit A.</b>
<b>SUMMARY STATEMENT:</b> Exhibit A lists several vehicles originally acquired for public utility purposes. The City has decided that due to the increasing cost of maintaining the vehicles, the City’s policy of replacing vehicles after 15 years or 150,000 miles, and having already purchased their replacements; these vehicles are no longer required to provide continued public utility service. RCW 35.94.040 also requires that the legislative authority hold a public hearing before any resolution to surplus these vehicles can be passed.  To dispose of these vehicles, the City Administrator will advertise these vehicles are for sale, and that the City is accepting sealed bids for a period to be determined by the City Administrator. If no bids are received, or no bids meet the minimum price of half of estimated fair market value, as indicated in Exhibit A, the City Administrator may dispose of the items in any legal way that maximizes the benefit the City receives for the disposal of the vehicles.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>
<b>RECOMMENDED ACTION: MOTION: To adopt Resolution No. 2017-08 declaring surplus property and authorizing the disposal of the vehicles shown in Exhibit A.</b>

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2017-08**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING THE PROPERTY  
DESCRIBED IN EXHIBIT "A" AS SURPLUS PROPERTY  
AND AUTHORIZING DISPOSAL**

**WHEREAS**, it has been determined that the City has no further use of certain item(s) listed in attached Exhibit "A"; and that such items are surplus to the needs of the City; and

**WHEREAS**, the fair market value of the surplus property, if any, shall be determined and its sale or disposal will be for the common benefit; and

**WHEREAS**, at time of sale or disposal of the surplus item(s), any monies derived from the same will be allocated back to the appropriate department; and

**WHEREAS**, the City Administrator will oversee the sale of these item(s), or other method of disposal, including destruction, in the event the City Administrator determines that the surplus property has no fair market value or the cost of disposal will exceed the fair market value;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The items described in Exhibit "A" attached hereto and incorporated herein by this reference are surplus to the needs of the City and the City Administrator is hereby authorized to dispose of such items at auction or a public sale through a sealed bid process that complies with applicable law; provided that, those items that have been determined to have no market value or the value of which will exceed the cost of disposal may be donated for charitable purposes or otherwise lawfully disposed of.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12<sup>th</sup> DAY  
OF JULY, 2017.**

CITY OF ORTING

\_\_\_\_\_  
Joachim Pestinger, Mayor

AITEST/AUTHENTICATED:

\_\_\_\_\_  
Jane Montgomery, City Clerk, CMC

Approved as to form:

\_\_\_\_\_  
Charlotte Archer, City Attorney

**EXHIBIT A**  
Resolution No. 2017-08  
*(List of Surplus Items)*

The following vehicles are listed for surplus:

Type	Year	Vehicle Description	VIN #	Dept.	Fair Market Value
Heavy Truck	1993	Chevrolet Dump Truck	1GBKC34N8PJ104915	PW	\$1,559
Light Truck	1998	Dodge Dakota	187GL26X105653181	PW	\$2,371
Light Truck	1998	Dodge Dakota	1B7GL22X1WS659388	PW	\$2,918
Box Van	1999	Chevrolet Service Van	1GBJG31R8X1073561	PW	\$3,494

- Fair Market Value based on Kelly Blue Book

# NOTICE OF CITY OF ORTING PUBLIC HEARING

Wednesday, July 12th, 2017, 7:00 pm

Orting Multipurpose Center  
202 Washington Ave. S.

Notice is hereby given that the Orting City Council will be conducting a public hearing regarding the intent to surplus Vehicles that were purchased for public utility purposes.

Type	Year	Vehicle Description	VIN #	Dept.	Fair Market Value
Heavy Truck	1993	Chevrolet Dump Truck	1GBKC34N8PJ104915	PW	\$1,559
Light Truck	1998	Dodge Dakota	187GL26X105653181	PW	\$2,371
Light Truck	1998	Dodge Dakota	1B7GL22X1WS659388	PW	\$2,918
Box Van	1999	Chevrolet Service Van	1GBJG31R8X1073561	PW	\$3,494

Any person may submit written or oral comments at the public hearing. Written comments may be submitted to the Clerk's office at 110 Train St. SE, PO Box 489, Orting, WA, 98360 no later than 10:00 p.m. on July 12th, 2017; otherwise, comments must be submitted at the hearing.



## COUNCILMEMBERS

Position No.

1. Tod Gunther
2. Barbara Ford, Deputy Mayor
3. Michelle Gehring
4. Dave Harman
5. Nicola McDonald
6. Josh Penner
7. Scott Drennen



## ORTING CITY COUNCIL

Regular Business Meeting Minutes

Orting Multi-Purpose Center  
202 Washington Ave. S,  
Orting, WA  
June 28, 2017  
7p.m.

**Mayor  
Joachim Pestinger**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Mayor Pestinger called the meeting to order at 7:00pm., in the Multipurpose Center. Councilmember Penner led the Pledge of Allegiance.

**Councilmembers Present:** Councilmembers, Tod Gunther, Nicola McDonald, Josh Penner, Michelle Gehring, Dave Harman and Deputy Mayor Ford.

**Staff Present:** Scott Larson, Treasurer, Jane Montgomery, City Clerk, JC Hungerford, Engineer, Charlotte Archer, City Attorney.

### **REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.**

Councilmember Harman asked to add a report for the Public Safety Committee.

Councilmember McDonald pulled traffic calming agenda item# 7A to a future agenda.

Councilmember Gehring asked to add a report for the Finance Committee.

Councilmember Penner asked to pull the generator maintenance and repair bid, agenda item 7B and to put in on the July 12<sup>th</sup> agenda. Councilmember Drennen asked to add a discussion on fireworks under misc. reports.

### **2. HEARING**

#### **A. Closed Record Hearing-Final Plat Approval Majestic View Estates Division I Phase 6.**

Mayor Pestinger opened the public hearing at 7:03pm. This is a closed record hearing, no public comments are allowed. JC Hungerford briefed. The request is for final development plan approval for phase 6. Phase 6 consists of 29 single-family units, with 2 open space tracts totaling 39,903 square feet (0.92 acres), private streets named Oak Street SW, Cherry Lane SW, Maple Lane SW, Madrona Lane SW, and several storm water drainage easements. The Orting Planning Commission conducted a public hearing on June 5<sup>th</sup>, 2017 on the final development plan for Phase 6 of Majestic View Estates and are recommending that the City Council approve the application.

The Mayor asked for any Council questions/comments.  
There were no comments.

Mayor Pestinger closed the hearing at 7:04pm., and asked for a motion.

***Councilmember Harman made a motion to approve the Planning Commission recommendation for Final Plat Approval of Majestic View Estates Division I phase 6. Second by Councilmember McDonald. Motion passed (7-0)***

### **3. PUBLIC COMMENTS**

#### **Arlene Dannat**

Ms. Dannat thanked the Parks Advisory Board for all the work they accomplished in the planting strips at Van Skoyac. She was watching the 5<sup>th</sup> grade class putting their “love rocks” down and she was disappointed to see the overgrowth of weeds that had overtaken the planting strip. She hoped that the City would take care of the weeds.

### **4. CONSENT AGENDA**

- Minutes of June 14, 2017
- Payroll and Claims Warrants

*Deputy Mayor Ford made a motion to approve Consent Agenda as prepared. Second by Councilmember McDonald. Motion passed (7-0)*

### **5. COMMITTEE AND COUNCIL STANDING REPORTS**

#### **Technology**

Councilmember Gehring reported on the following from the Technology Committee meeting:

- User friendly websites;
- Content management for users;
- Cost of a new website;
- Cost of upgrades to current website.

#### **Finance**

Councilmember Gehring reported on discussions from the last meeting. She reviewed the finance report and provided fund balances. The cemetery fund balance is low at this time. The committee brainstormed ideas to cut costs at the cemetery. They also discussed the purchase of a backhoe.

#### **Emergency Preparedness**

Deputy Mayor Ford reported on the last meeting of the committee. They continued to discuss public education in regard to lahar evacuation routes. They are reaching out to special needs groups. They have also been talking to the Lodging Tax Committee about partnering to create a video to educate the public on evacuation routes in the City. Mayor Pestinger discussed notification times. Deputy Mayor Ford asked that the modeling reports be provided to the committee for review.

#### **Transportation**

Councilmember McDonald briefed on the following topics which were discussed at the last committee meeting:

- Traffic calming;
- Radar trailers;
- Flashing lights at Calistoga and Kansas;
- Sidewalk on N. side of Senior Center is completed;
- Non- motorized plan on agenda tonight;
- Six Year Tip on agenda tonight;
- Parking issues at Farmers Market;
- Trail crossing was painted at Safeway.

## **Public Safety**

Councilmember Harman briefed that the following topics were discussed at the last meeting:

- Five month police budget was presented;
- Jail costs;
- Speed signs are on old light trailers and are up and running;
- Citizens can request a speed trailer be put in their neighborhood;
- Officer Burson graduated from the academy;
- Upcoming Police Department events;
- Orting safe city award;
- Pet watering station at the Police Department;
- Software for crime mapping;
- SAR Vehicle needs to be at the Emergency Preparedness Fair;
- Recreational vehicle ordinance coming soon;
- Enhanced DUI patrols.

## **Mayor's Report**

Mayor Pestinger read a press release regarding the apprehension of the subjects who had recently painted graffiti in the City. The Mayor also helped the volunteers who helped with the cleanup.

The Mayor and Administrator Bethune attended the AWC Conference last week and all the documents for the sessions are available on line or from the Mayor.

## **Miscellaneous Activity/Community Reports.**

Councilmember Drennen spoke about the need to address the use of illegal fireworks in the City. He is concerned about the risk to the community. He would like to find ways to enjoy the 4<sup>th</sup> of July that are safe and legal. He noted that the City of Sumner has signage up and they limit the use of fireworks. He would like to revisit the issue soon. City Attorney Archer briefed on regulations and bans of legal fireworks. Bans have to be passed one year in advance. The Mayor authorized overtime for the Police Department for the 4<sup>th</sup> of July.

## **Doug Bishop**

Mr. Bishop expressed concerns about the rise in illegal fireworks in the City. He requested statistics on illegal discharges of fireworks after the 4<sup>th</sup> of July holiday.

Notifications regarding fireworks will be put on the reader board and the City's website. Councilmember Penner suggested that this be discussed in detail in the Public Safety Committee.

## **Karen Wilson**

Ms. Wilson would like to see fines increased for illegal fireworks.

City Attorney Archer will research the legalities of bans and provide updates to Councilmember Harman.

Councilmember Penner stated that the Ad Hoc Committee on Asset Management tracking will meet Friday the 7<sup>th</sup> at 11:00, at City Hall.

There will be a community meeting on June 29<sup>th</sup> at the Performing Arts Center, at 7:00pm, to discuss Veterans Village.

Deputy Mayor Ford reported on the summit she attended last week at the University of Washington, on the supply and illegal distribution of opiates. She will give a full report at the next meeting. Speakers at the event came from the White House, the Governor's Office and from Snohomish County.

## 6. OLD BUSINESS

### A. AB17-47- The 2018-2023 SIX-Year Transportation Improvement Plan (TIP), By Adopting Resolution No. 2017-06.

JC Hungerford briefed. This is an annual action that must be approved by July 1<sup>st</sup>, 2017. The updated TIP includes the upcoming projects for the Transportation Benefit District. The first reading of Resolution No. 2017-06 adopting the 2018–2023 Six-Year Transportation Improvement Program and the hearing was on June 14<sup>th</sup>. No comments were made at the hearing.

Mayor Pestinger asked for any Council questions/comments. There were none.

Mayor Pestinger asked for any public comments. There were none.

*Councilmember McDonald made a motion to approve the 2018-2023 Six Year Transportation Improvement Plan, Adopting Resolution No. 2017-06. Second by Councilmember Gehring. Motion passed (7-0)*

### B. AB17-48-Comprehensive Plan Update, Non-Motorized Element, By Adopting Resolution No. 2017-07.

Mayor Pestinger asked JC Hungerford to brief. JC Hungerford explained that what Council had before them for the second time was the non-motorized element of the Transportation plan. PSRC issued a conditional certification of the plan, noting that the City Transportation plan did not adequately address pedestrian and bicycle facilities. This is the second reading of Resolution No. 2017-07. PSRC requires that this be completed by June 30<sup>th</sup>. Mr. Hungerford addressed comments by Council from the last meeting regarding ADA access to the Levy's, which has now been addressed on page 5.2. He also addressed comments regarding the Orting Emergency Evacuation Bridge System which now shows the 2 phases of the project and that the City is pursuing funding. Mayor Pestinger asked for any Council questions/comments. Councilmember Penner asked if the plan showed the Calistoga Levy. JC Hungerford stated it had been updated and is visible on the color version of the map. Councilmember Drennen asked if the proposed evacuation route could be shown and he was told the plan map only shows existing conditions.

*Councilmember McDonald made a motion to approve Orting Comprehensive Plan update, non-motorized element by Resolution No. 2017-07, Second by Deputy Mayor Ford. Motion passed (7-0)*

## 7. NEW BUSINESS

### A. AB17-49- Traffic Calming Policy & Procedure

- *CM McDonald/ CM Gunther*

Pulled from the agenda back to committee.

**B. AB17-50-Generator Maintenance and Repair Bid.**

**• CM Penner/CM Harman**

Pulled from the agenda back to committee.

**8. EXECUTIVE SESSION**

None.

**9. ADJOURNMENT**

*Deputy Mayor Ford made a motion to adjourn. Second by Councilmember Gunther. Motion passed (7-0)*

Mayor Pestinger adjourned the meeting at 8:10pm.

**ATTEST:**

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*Jane Montgomery, City Clerk, CMC*

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*Joachim Pestinger, Mayor*

CITY OF ORTING  
VOUCHER/WARRANT REGISTER  
FOR JULY 12, 2017 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

CLAIMS WARRANTS #44941 THRU #44990  
IN THE AMOUNT OF \$ 57,070.31

PAYROLL WARRANTS # 22944 THRU #22964  
IN THE AMOUNT OF \$ 168,082.37

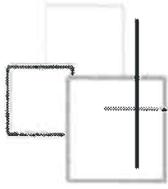
ARE APPROVED FOR PAYMENT ON JULY 12, 2017

FINANCE COMMITTEE CHAIR \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

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Transaction Type: Invoice  
Fiscal: 2017 - July 2017 - 1st Council  
System Types: Financials

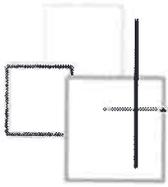
Fund Number	Description	Amount
001	Current Expense	\$34,029.86
101	City Streets	\$2,309.43
104	Cemetery	\$61.18
105	Parks Department	\$8,399.62
320	Transportation Impact	\$59.11
401	Water	\$5,054.94
408	Wastewater	\$5,430.28
410	Stormwater	\$1,725.89
	<b>Count: 8</b>	<b>\$57,070.31</b>

# Register

Fiscal: 2017  
 Deposit Period: 2017 - July 2017  
 Check Period: 2017 - July 2017 - 1st Council  
 Bank Accounts: Key Bank - 2000073  
 Register Types: Warrant  
 Show Outstanding: All  
 System Types: Financials  
 Outstanding Date: 7/7/2017 2:35:15 PM  
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>	Alarm Center, Inc	7/5/2017		\$73.26
44941	Centurylink	7/5/2017		\$2,126.74
44942	CenturyLink/Qwest	7/5/2017		\$274.99
44943	Comcast	7/5/2017		\$482.48
44944	Mitel Leasing	7/5/2017		\$411.27
44945	Puget Sound Energy	7/5/2017		\$1,138.65
44946	Sportsites, INC	7/5/2017		\$1,000.00
44947	Verizon Wireless	7/5/2017		\$2,472.12
44948	Alpine Products Inc.	7/12/2017		\$289.96
44949	Arrow Lumber	7/12/2017		\$791.57
44950	BLR	7/12/2017		\$1,626.56
44951	Brisco Inc.	7/12/2017		\$467.87
44952	Business Solutions Center	7/12/2017		\$109.30
44953	Capital One Commercial	7/12/2017		\$307.02
44954	Curry & Williams, P.I.I.c	7/12/2017		\$1,916.66
44955	Dell Financial Services Payment	7/12/2017		\$1,235.41
44956	Processing Services	7/12/2017		
44957	Drain-Pro INC	7/12/2017		\$334.32
44958	Drake, William	7/12/2017		\$28.45
44959	Frost Landscape	7/12/2017		\$7,175.73
44960	H D Fowler Company	7/12/2017		\$31.26
44961	KCDA Purchasing Cooperative	7/12/2017		\$244.71
44962	Korum Automotive Group	7/12/2017		\$3,047.71
44963	Miles Resources	7/12/2017		\$1,199.68
44964	Mountain Mist	7/12/2017		\$20.56
44965	NAPA Auto Parts of Sumner	7/12/2017		\$52.30
44966	North Central Laboratorie	7/12/2017		\$311.86
44967	Orca Pacific, Inc	7/12/2017		\$841.61
44968	O'Reilly Auto Parts	7/12/2017		\$120.66
44969	Orting Valley Senior Cent	7/12/2017		\$1,083.33

Number	Name	Print Date	Clearing Date	Amount
44970	Puget Sound Energy	7/12/2017		\$86.09
44971	Puyallup, City of	7/12/2017		\$65.00
44972	Scientific Supply & Equip	7/12/2017		\$615.26
44973	SCORE	7/12/2017		\$8.83
44974	Secure Pacific Corp/Mountain Alarm	7/12/2017		\$260.85
44975	ServiceMaster Of Tacoma	7/12/2017		\$295.11
44976	South Sound 911	7/12/2017		\$18,502.50
44977	Spectral Laboratories	7/12/2017		\$406.00
44978	The News Tribune	7/12/2017		\$1,720.04
44979	The Walls Law Firm	7/12/2017		\$1,875.00
44980	UniFirst Corporation	7/12/2017		\$325.33
44981	US Bank Equipment Finance	7/12/2017		\$327.83
44982	Valley Sign	7/12/2017		\$136.08
44983	Vision Forms LLC	7/12/2017		\$2,112.50
44984	Wa. State Dept. of Ecology	7/12/2017		\$50.00
44985	Washington Rock Quarries,	7/12/2017		\$392.42
44986	Washington State Criminal Justice Training Comm	7/12/2017		\$50.00
44987	Water Management Lab Inc.	7/12/2017		\$281.00
44988	Wells Fargo Financial Leasing	7/12/2017		\$92.91
44989	Western Exterminator Company	7/12/2017		\$136.63
44990	Zumar Industries Inc	7/12/2017		\$114.89
	<b>Total</b>		<b>Check</b>	<b>\$57,070.31</b>
	<b>Total</b>		<b>Total</b>	<b>\$57,070.31</b>
	<b>Grand Total</b>			<b>\$57,070.31</b>



# Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Alarm Center, Inc	44941	1075264	001-521-20-31-06	Alarm @ PSB	\$73.26
				<b>Total</b>	<b>\$73.26</b>
Alpine Products Inc.	44949	TM-167920	101-542-30-48-02	Parts for Pressure Washer	\$289.96
				<b>Total</b>	<b>\$289.96</b>
Arrow Lumber	44950	600186-July2017	001-514-21-48-01	Hillman Fasteners	\$2.86
			001-514-21-48-01	Trim for City Hall	\$5.67
			001-521-50-48-04	Paint & Brushes	\$17.86
			001-521-50-48-06	Paint-PSB	\$4.79
			001-521-50-48-06	Paint-PSB	\$18.64
			001-521-50-48-06	Stain for PSB	\$40.39
			001-521-50-48-06	Stain for PSB	\$44.41
			001-521-50-48-06	Supplies for PSB	\$47.29
			101-542-30-31-00	Caution Tape-Kingman	\$6.00
			101-542-30-31-00	Rags	\$10.92
			101-542-30-31-00	Gloves	\$30.00
			101-542-30-35-00	Putty Knives	\$9.04
			101-542-30-48-07	Forms for Senior Center Sidewalk	\$144.11
			105-576-80-48-00	Water Fountain-Washer	\$0.86
			105-576-80-48-00	Concrete FO r Rock Wall in Park	\$7.63
			105-576-80-48-00	Concrete FO r Rock Wall in Park	\$7.63
			105-576-80-48-00	Mortar Mix & Brushes for Park Wall	\$16.46
			105-576-80-48-00	Hose for Hanging Baskets	\$25.01
			105-576-80-48-00	Wand for Hanging Baskets	\$26.22
			105-576-80-48-00	Gloves for Rock Wall	\$28.40
			105-576-80-48-03	Mortar for BBQ Pit	\$18.53
			105-576-80-48-03	Mortar for BBQ Pit	\$18.53
			401-534-10-31-04	Credit on Invoice 172924-Safety Glasses	(\$7.85)
			401-534-10-31-04	Safety Glasses	\$15.70
			401-534-50-35-00	Small Bit	\$3.81
			401-534-50-48-02	Tool Box Bins-FA1072	\$4.46
			401-534-50-48-02	Chlorine Lines for Well 4	\$162.86
			408-535-50-48-02	Bark for Sewer	\$7.41

Vendor	Number	Invoice	Account Number	Notes	Amount		
Arrow Lumber	44950	600186-July2017	408-535-50-48-02	Valve Box Cover- 1115 Sigafoos	\$13.11		
			408-535-50-48-03	Mop for Orting Station	\$10.92		
			410-531-38-31-00	Credit on Invoice 173597-Post for River Sign	(\$21.18)		
			410-531-38-31-00	Key for Levee Gate	\$3.69		
			410-531-38-31-00	Brushes for Staining Sign on River	\$9.77		
			410-531-38-31-00	Concrete & Post for River Sign	\$57.62		
			<b>Total</b>				<b>\$791.57</b>
BLR	44951	SFTYBLR	105-576-80-31-00	Renewal for BLR Safety Resources	\$26.56		
			401-594-34-64-52	Renewal for BLR Safety Resources	\$500.00		
			408-594-35-64-45	Renewal for BLR Safety Resources	\$600.00		
			410-594-31-64-36	Renewal for BLR Safety Resources	\$500.00		
			<b>Total</b>				<b>\$1,626.56</b>
Brisco Inc.	44952	July2017-201	001-511-60-31-01	Fuel	\$34.24		
			001-524-20-32-01	Fuel Buiding	\$282.66		
			105-576-80-32-00	Fuel Storm	\$23.70		
			401-534-80-32-00	Fuel Water	\$0.00		
			408-535-80-32-01	Fuel Sewer	\$0.00		
			410-531-38-32-02	Fuel Storm	\$35.10		
			410-531-38-32-02	Fuel Storm	\$38.58		
			410-531-38-32-02	Fuel Storm	\$53.59		
<b>Total</b>				<b>\$467.87</b>			
Business Solutions Center	44953	352-July2017	401-534-10-31-00	Water Shutoff Notices	\$109.30		
			<b>Total</b>				<b>\$109.30</b>
Capital One Commercial	44954	7003731100048356-July2017	001-514-23-31-02	Supplies	\$39.99		
			001-521-50-48-04	WD40-Cell Phone Mounts	\$267.03		
<b>Total</b>				<b>\$307.02</b>			
Centurylink	44942	300549640-July2017	408-535-10-42-01	WWTP	\$41.68		
		300549818-July2017	001-514-23-42-00	City Phones	\$481.58		
			001-522-20-42-01	City Phones	\$152.67		
			001-524-20-42-00	City Phones	\$26.67		
			320-595-30-63-01	City Phones	\$59.11		
			401-534-10-42-01	City Phones	\$175.72		
			408-535-10-42-01	City Phones	\$381.17		
		300549906-July2017	401-534-10-42-01	Harman Springs	\$53.83		
		300550216-July2017	408-535-10-42-01	WWTP	\$180.59		
		300550553-July2017	001-521-50-42-00	PD Phones	\$397.86		
		300550592-July2017	001-512-50-42-00	Court Phones	\$104.97		
		409178327-July2017	001-521-50-42-01	PD Repeater	\$70.89		
		<b>Total</b>				<b>\$2,126.74</b>	

Vendor	Number	Invoice	Account Number	Notes	Amount
CenturyLink/Qwest	44943	461B-July2017	001-521-20-45-02	Cell Connection	\$116.86
		465B-July2017	001-521-20-45-02	Cell Connection	\$81.86
		492B-July2017	001-521-20-45-02	Cell Connection	\$76.27
		<b>Total</b>			<b>\$274.99</b>
Comcast	44944	8498350320221105-July2017	001-514-23-42-00	City Hall Internet	\$60.31
			001-524-20-31-00	City Hall Internet	\$60.31
			401-534-10-42-01	City Hall Internet	\$60.31
			408-535-10-42-01	City Hall Internet	\$60.31
		8498350320221113-July2017	001-521-50-42-00	PSB Internet	\$120.62
			001-522-20-42-01	PSB Internet	\$120.62
			<b>Total</b>		<b>\$482.48</b>
Curry & Williams, P.I.I.c	44955	July2017-203	001-512-50-10-02	Court Judge-June 2017	\$1,916.66
				<b>Total</b>	<b>\$1,916.66</b>
Dell Financial Services Payment Processing Services	44956	79072666	001-594-12-41-01	PSB Server	\$25.00
			001-594-14-41-02	City Hall Server	\$50.00
			001-594-21-41-01	PSB Server	\$753.41
			001-594-24-41-01	City Hall Server	\$37.00
			001-594-76-41-01	City Hall Server	\$12.00
			101-594-42-41-01	City Hall Server	\$12.00
			105-594-76-41-01	City Hall Server	\$12.00
			401-594-34-42-02	City Hall Server	\$111.00
			408-594-35-64-44	City Hall Server	\$149.00
			410-594-31-41-41	City Hall Server	\$74.00
			<b>Total</b>		<b>\$1,235.41</b>
Drain-Pro INC	44957	33150	408-535-60-48-04	Honey Bucket Rental-Gratzer Park	\$150.00
		33151	408-535-60-48-04	Honey Bucket Service-Calistoga	\$86.50
		33152	408-535-60-48-04	Honey Bucket Service-Gratzer Park	\$97.82
		<b>Total</b>		<b>\$334.32</b>	
Drake, William	44958	17-251	001-521-30-49-00	South Sound 911 Meeting & Dry Ice for Pops with Cops	\$28.45
				<b>Total</b>	<b>\$28.45</b>
Frost Landscape	44959	10303	105-576-80-48-08	Landscape Services	\$7,175.73
				<b>Total</b>	<b>\$7,175.73</b>
H D Fowler Company	44960	14523673	105-576-80-48-00	Spray Head	\$5.23
		14533194	105-576-80-48-00	Rotor with Nozzle	\$26.03
		<b>Total</b>		<b>\$31.26</b>	
KCDA Purchasing Cooperative	44961	300174248	408-535-10-31-00	Trash Liners	\$244.71
				<b>Total</b>	<b>\$244.71</b>

Vendor	Number	Invoice	Account Number	Notes	Amount			
Korum Automotive Group	44962	6619872	105-576-80-48-02	Transmission Repair 2005 Ford F-150 FA1028	\$854.09			
			401-534-50-48-06	Transmission Repair 2005 Ford F-150 FA1028	\$170.81			
			408-535-50-48-08	Transmission Repair 2005 Ford F-150 FA1028	\$427.07			
			410-531-38-48-01	Transmission Repair 2005 Ford F-150 FA1028	\$256.22			
			6621456	001-521-50-48-02	Oil Change on 2016 Ford-18928	\$49.74		
			6621511	001-521-50-48-02	Brake Repair on 06 Crown Vic 43236D	\$1,102.82		
			6621551	401-534-50-48-06	Oil Change for 2013 Ford F150-FA1064	\$24.87		
				408-535-50-48-08	Oil Change for 2013 Ford F150-FA1064	\$24.87		
			6621618	401-534-50-48-06	Oil Chage & Air Filter-09 Ford F150- FA1051	\$41.92		
				408-535-50-48-08	Oil Chage & Air Filter-09 Ford F150- FA1051	\$41.93		
			6621716	101-542-30-48-04	Oil Change for 2016 Ford FA1069	\$5.34		
				104-536-50-48-01	Oil Change for 2016 Ford FA1069	\$21.35		
				105-576-80-48-02	Oil Change for 2016 Ford FA1069	\$8.00		
				401-534-50-48-06	Oil Change for 2016 Ford FA1069	\$5.34		
				408-535-50-48-08	Oil Change for 2016 Ford FA1069	\$13.34		
						<b>Total</b>	<b>\$3,047.71</b>	
			Miles Resources	44963	1558494	101-594-42-63-03	Senior Center Sidewalk	\$1,199.68
							<b>Total</b>	<b>\$1,199.68</b>
			Mitel Leasing	44945	1428110	001-594-12-41-02	PSB Phone Lease-6	\$23.17
						001-594-21-41-03	PSB Phone Lease- 47	\$104.29
001-594-22-41-01	PSB Phone Lease- 47	\$104.28						
1428112	001-594-14-41-03	City Hall Phone Lease			\$44.88			
	001-594-24-41-02	City Hall Phone Lease			\$8.98			
	001-594-76-41-02	City Hall Phone Lease			\$8.98			
	101-594-42-41-02	City Hall Phone Lease			\$8.98			
	401-594-34-42-03	City Hall Phone Lease			\$50.27			
	408-594-35-64-55	City Hall Phone Lease			\$48.47			
	410-594-31-41-42	City Hall Phone Lease			\$8.97			
		<b>Total</b>			<b>\$411.27</b>			

Vendor	Number	Invoice	Account Number	Notes	Amount
Mountain Mist	44964	09199-July2017	001-514-23-31-02	Water for City Hall	\$20.56
				<b>Total</b>	<b>\$20.56</b>
NAPA Auto Parts of Sumner	44965	031213	105-576-80-48-02	Hose for Backhoe-FA1034	\$52.30
				<b>Total</b>	<b>\$52.30</b>
North Central Laboratorie	44966	392015	408-535-10-31-00	Lab Supplies	\$311.86
				<b>Total</b>	<b>\$311.86</b>
O'Reilly Auto Parts	44968	1265583-July2017	001-521-50-48-02	Air Conditioner Refrigeralant	\$100.59
			001-521-50-48-03	Penetrant	\$6.11
			105-576-80-48-00	Refund for Cores	(\$12.25)
			105-576-80-48-01	Hitch Pin for Gator FA1049	\$10.92
			410-531-38-48-01	Oil For Street Sweeper	\$15.29
				<b>Total</b>	<b>\$120.66</b>
Orca Pacific, Inc	44967	28002	401-534-10-31-01	Sodium Hypochlorite	\$841.61
				<b>Total</b>	<b>\$841.61</b>
Orting Valley Senior Cent	44969	July2017-200	001-571-20-31-06	Monthly Support-July 2017	\$1,083.33
				<b>Total</b>	<b>\$1,083.33</b>
Puget Sound Energy	44970	200019646914-July2017	101-542-63-47-03	Street Lights	\$62.48
	44946	200021064239-July2017	401-534-50-47-03	Well 1	\$1,118.78
		200021119249-July2017	401-534-50-47-02	Chlorinator	\$19.87
	44970	220000846174-July2017	101-542-63-47-03	Street Lights	\$23.61
				<b>Total</b>	<b>\$1,224.74</b>
Puyallup, City of	44971	AR112138	001-523-60-41-00	Jail Fees-May 2017	\$65.00
				<b>Total</b>	<b>\$65.00</b>
Scientific Supply & Equip	44972	31428628	408-535-10-31-00	Lab Supplies	\$615.26
				<b>Total</b>	<b>\$615.26</b>
SCORE	44973	2579	001-523-60-41-00	Jail Fees-Mediacaal Srrvices	\$8.83
				<b>Total</b>	<b>\$8.83</b>
Secure Pacific Corp/Mountain Alarm	44974	128966	001-514-23-31-02	City Hall Alarm	\$83.85
			408-535-10-41-07	WWTP Alarm	\$177.00
				<b>Total</b>	<b>\$260.85</b>

Vendor	Number	Invoice	Account Number	Notes	Amount
ServiceMaster Of Tacoma	44975	73033	001-521-50-48-03	Emergency Service Due to Sewer Backup <b>Total</b>	\$295.11 <b>\$295.11</b>
South Sound 911	44976	02499	001-521-50-51-00	3rd QRT Police Dispatch <b>Total</b>	\$18,502.50 <b>\$18,502.50</b>
Spectral Laboratories	44977	121273	408-535-10-41-03	Lab Testing <b>Total</b>	\$406.00 <b>\$406.00</b>
Sportsites, INC	44947	330	001-571-20-31-01	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-17	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-21	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-23	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-25	Payment Internet Software Program-2016	\$200.00
			001-571-20-31-30	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-32	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-33	Payment Internet Software Program-2016	\$80.00
			001-571-20-31-34	Payment Internet Software Program-2016	\$80.00
			001-571-20-44-00	Payment Internet Software Program-2016	\$80.00
			001-575-50-31-01	Payment Internet Software Program-2016 <b>Total</b>	\$80.00 <b>\$1,000.00</b>
The News Tribune	44978	257635-July2017	001-511-60-49-03	Publications	\$1,068.13
			001-558-60-31-03	Publications Planning <b>Total</b>	\$651.91 <b>\$1,720.04</b>
The Walls Law Firm	44979	700	001-515-30-41-03	Prosecuting Attorney-June 2017 <b>Total</b>	\$1,875.00 <b>\$1,875.00</b>
UniFirst Corporation	44980	3301316820	408-535-10-31-03	Supplies-Protective Clothing	\$60.43

Vendor	Number	Invoice	Account Number	Notes	Amount	
UniFirst Corporation	44980	3301318882	408-535-10-31-03	Supplies-Protective Clothing	\$149.94	
		3301320962	408-535-10-31-03	Supplies-Protective Clothing	\$60.43	
		3301344737	408-535-10-31-03	Supplies-Protective Clothing	\$54.53	
		<b>Total</b>				<b>\$325.33</b>
US Bank Equipment Finance	44981	334109568	001-594-14-75-00	City Hall Copier Lease	\$327.83	
				<b>Total</b>		
Valley Sign	44982	0679	105-576-80-48-00	Metel Signs	\$54.10	
		0680	410-531-38-48-00	Warning Sigs	\$81.98	
		<b>Total</b>				<b>\$136.08</b>
Verizon Wireless	44948	9787578812	001-514-23-42-00	Cell Phones	\$208.55	
			001-524-20-42-00	Cell Phones	\$58.66	
			001-575-50-42-01	Cell Phones	\$55.64	
			104-536-20-42-00	Cell Phones	\$39.83	
			401-534-10-42-01	Cell Phones	\$303.48	
			408-535-10-42-01	Cell Phones	\$303.49	
			9787578813	001-512-50-42-00	Monthly Cell Phones	\$61.08
				001-521-20-45-01	Monthly Cell Phones	\$841.24
				001-521-20-45-02	Monthly Cell Phones	\$600.15
		<b>Total</b>				<b>\$2,472.12</b>
Vision Forms LLC	44983	4241	401-534-10-31-00	Utility Bill Processing and Mailing	\$175.74	
			401-534-10-42-00	Utility Bill Processing and Mailing	\$422.59	
			401-534-70-44-00	CCR Flyer Request	\$317.52	
			408-535-10-31-00	Utility Bill Processing and Mailing	\$175.73	
			408-535-10-42-00	Utility Bill Processing and Mailing	\$422.59	
			410-531-38-31-00	Utility Bill Processing and Mailing	\$175.74	
			410-531-38-42-00	Utility Bill Processing and Mailing	\$422.59	
			<b>Total</b>			
Wa. State Dept. of Ecology	44984	274000026-2017	408-535-50-51-05	2016 Hazardous Waste Generation Fee	\$50.00	
<b>Total</b>				<b>\$50.00</b>		
Washington Rock Quarries,	44985	77142	101-594-42-63-03	Crushed Rock	\$392.42	
<b>Total</b>				<b>\$392.42</b>		
Washington State Criminal Justice Training Comm	44986	201128043	001-521-40-49-00	Training for Burson	\$50.00	
<b>Total</b>				<b>\$50.00</b>		

Vendor	Number	Invoice	Account Number	Notes	Amount
Water Management Lab Inc.	44987	159492	401-534-10-41-03	Lab Testing	\$281.00
				<b>Total</b>	<b>\$281.00</b>
Wells Fargo Financial Leasing	44988	5004048629	105-576-80-31-00	Public Works Copier-15	\$13.94
			401-534-10-31-00	Public Works Copier-50	\$46.46
			408-535-10-31-00	Public Works Copier-20	\$18.58
			410-531-38-31-00	Public Works Copier-15	\$13.93
				<b>Total</b>	<b>\$92.91</b>
Western Exterminator Company	44989	1517938	001-514-21-48-01	Spraying for Ants	\$45.55
			401-534-50-48-03	Spraying for Ants	\$45.54
			408-535-50-48-03	Spraying for Ants	\$45.54
				<b>Total</b>	<b>\$136.63</b>
Zumar Industries Inc	44990	0189341	101-542-64-49-00	Signs for Kansas St SW & Grinnell Ave SW	\$114.89
				<b>Total</b>	<b>\$114.89</b>
				<b>Grand Total</b>	<b>\$57,070.31</b>



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-51</b> <b>SUBJECT:</b> Resolution No 2017-09 – Declaring A Public Purpose And Authorizing City Sponsorship Of Orting Red Hat Days.		<b>Agenda Item #:</b>	<b>AB17-51</b>
		<b>For Agenda of:</b>	<b>7.7.17</b>
		<b>Department:</b>	<b>C&amp;GA</b>
		<b>Date Submitted:</b>	<b>7.7.17</b>
<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>N/A</u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted:</b>	<u>                    </u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>                    </u>
City Clerk, Jane Montgomery		<b>Timeline:</b>	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		<b>BARS:</b>	
Public Works, Dean Kaelin		<b>Fiscal Note:</b>	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			
<b>Attachments: Proposed Resolution No 2017-09; Special Event Permit Application, Orting Red Hat Days</b>			
<b>SUMMARY STATEMENT:</b> Pursuant to the City’s newly adopted Special Event Sponsorship Policy (“Policy”), the City has received an application for sponsorship from the Orting Red Hat Days. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must: 1. Be one where all citizens can reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. The enclosed proposed Resolution No. 2017-09 reflects a finding that the proposed event qualifies for sponsorship, and authorizes the sponsorship of the proposed event, pursuant to a contract entered into between the Mayor and the organization holding the event.			
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Reviewed by Community & Government Affairs Committee on 07/07/17. The Community & Government Affairs Committee recommends Council approve the proposed Resolution.			
<b>RECOMMENDED ACTION: MOTION:</b> To approve resolution No. 2017-09, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Sponsorship Of Orting Red Hat Days.			

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2017-09**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF ORTING RED  
HAT DAYS.**

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**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from Orting Red Hat Days, a Washington Nonprofit Corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on July 7<sup>th</sup>, 2017, and recommended approval of the application; and

**WHEREAS**, the City Council finds that Orting Red Hat Days has been an institution of public service for 42 years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the outdoorsman/women and history of the City of Orting that is fundamental to the City; and

**WHEREAS**, The City Council finds that Orting Red Hat Days seeks to engage the entire community by promoting local business, including vendors, family fun, and activities for adults and children alike; and

**WHEREAS**, the City Council finds that Orting Red Hat Days application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that Orting Red Hat Days is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's sponsorship of Orting Red Hat Days, pursuant to the City's Policy, at the Tier # 2 level. This authorization extends to each event identified on the Orting Red Hat Days application for sponsorship. The Mayor is authorized to enter into a contract with the Orting Red hat Days to memorialize the City's sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12<sup>th</sup> DAY OF JULY, 2017.**

CITY OF ORTING

\_\_\_\_\_  
Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Jane Montgomery, City Clerk

Approved as to form:

\_\_\_\_\_  
Charlotte A. Archer  
Kenyon Disend, PLLC  
City Attorney



110 Train St E, PO Box 489, Orting, WA 98360  
 Phone: 360.893.2219 ext. 120 \* Fax: 360.893.6809  
 Email: [parks@cityoforting.org](mailto:parks@cityoforting.org)  
 Website: [www.cityoforting.org](http://www.cityoforting.org)

## SPECIAL EVENT PERMIT APPLICATION

A Special Event Permit Application must be submitted thirty (30) days prior to the intended date, as well as a Certificate of Insurance with naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00 and a map that shows the area in which the event will take place and affected areas. Applicants are encouraged to get the applications submitted in a timely manner to ensure the best coordination with City Personnel.

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs, bike-a-thon, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming etc.

**Permit Application:** An application for a Special Event Permit will be made in writing, on forms provided by the City of Orting. Completed application, Permit Fee and Event Map must be submitted to the City of Orting at least 30 days prior to event and will be scheduled a meeting with City Department Heads. It is required that the Applicant meet with Department Heads in a scheduled meeting to go over the Special Event Permit Application to assure that everyone is prepared prior to the event. If roads are to be closed for any time at all during the event the Applicant/Sponsoring Unit must contact Washington State Department Of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Not meeting deadlines may result in cancelation of the event. Intls: \_\_\_\_\_

**Permit Application Rates:** For Rates see Resolution 2011-12 (included in packet)

NAME OF APPLICANT: Jacob "Jake" Weigley  
 SPONSORING AGENT: Orting Red Hat Days  
 ADDRESS: PO Box 12102  
 CITY/STATE/ZIP: Orting WA 98360  
 EMAIL ADDRESS: info@ortingredhatdays.com  
 NAME OF EVENT: Orting Red Hat Days  
 TYPE OF EVENT:

- Festival
- Parade
- Run/Race
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

DATE OF EVENT: October 7th, 2017  
 TIME OF EVENT: Set Up 1am Start of Event 9am End of Event 5pm End Time 6pm

CONTACT PERSON FOR EVENT (day of): Jake Weigley  
 PHONE OF CONTACT PERSON: 253 677 0077

ALTERNATE CONTACT PERSON (day of): Margaret O'Hanna-Butz  
 PHONE OF ALTERNATE PERSON: 253 988 0066

NAME OF EVENT: \_\_\_\_\_ DATE OF EVENT:   /  /  

Certificate of Insurance showing the City of Orting as an additional Insurer (please attach).

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

What arrangements have been made to provide for additional garbage service and where is the plan for placement (Show on Map)?

City Dumpster provided by city

What arrangements have been made to provide adequate restroom facilities and where (Show on Map)?

City portapotties (2) provided by city

Will there be any open flame, cooking facilities, or gas cylinders (Show on Map)? YES

from vendors

**VENDORS:**

Will there be any vendors? (Circle one) YES / NO If YES, vendors are required to purchase a City of Orting Business License prior to the event or the Applicant must purchase a Blanket License to cover all vendors. (Resolution 2011-12) It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., VanScoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the Event Coordinator.

Will City services be requested (must arrange at event meeting)?

- ◇ Barricades: How Many/Where (Show on Map) Tran St most of time  
parade 1-4 down main st close off wpt.
- ◇ Signage: What Signs/Where (Show on Map) detour, road closed
- ◇ Police Officers: How Many/For what service/What Hours (must arrange at event meeting) yes for parade only
- ◇ City Crew: How Many/For what service/What Hours (must arrange at event meeting) yes 1 hrs
- ◇ Street Sweeper: Date of Request None
- ◇ Electricity: Basic Electrical Outlets and/or Spider Boxes yes for vendors
- ◇ Banner: If a banner is requested a banner application must be completed but will not pay an additional fee. (Included in packet)
- ◇ Other: \_\_\_\_\_

NAME OF EVENT: \_\_\_\_\_ DATE OF EVENT:    /    /   

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)   NO  

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)   Flyers  

A City Map that shows the area in which the event will take place must be included in the packet. Show on the map the streets that will be closed, the location and quantity of barricades, all signage for flow of traffic, where garbage receptacles will be placed and where restroom facilities are provided.

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department Of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials:   JW  

HOLD HARMLESS STIPULATION: Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Special Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials:   JW  

Signature: \_\_\_\_\_

Date:   6/15/17  

*Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:*

Mail to:  
City of Orting  
Attention: Event Permit  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
110 Train St SE  
Orting, WA 98360

\*If you have questions regarding the application please call (360) 893-2219 ext. 120\*

**\*\*A receipt showing payment is NOT approval of the event\*\***

Applicant must meet with all department heads at one time in a meeting to discuss the event. The meeting will be arranged by the Orting Parks and Recreation. Applicant will be notified of the date, time and place of the meeting. The reason for this is to assure that everyone is on the same page prior to the event.

For Office Use Only

Detailed Map Enclosed: YES / NO      WSDOT Permit Enclosed: YES / NO  
Banner Requested for Event: YES / NO (If yes must provide banner application (No Fee))  
Fee Paid \$ \_\_\_\_\_ Check / Cash / Debit / Credit      Receipt # \_\_\_\_\_

# Agreement

## Insurance & Indemnity Requirements for City-Sponsored Events

All organizations selected to host City-Sponsored events pursuant to this policy shall execute an agreement with the City prior to the event, and said agreement shall include the following requirements pertaining to indemnification and insurance:

### 1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

### 2. Insurance

#### A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

#### B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

#### C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

#### D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by

this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Applicant Signature

Date

6-15-2017

Sponsoring Agent

Date

Orting Red Hat Days President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JMD Insurance Agency PO Box 844  Orting WA 98360		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
<b>INSURED</b> Orting Red Hat Days PO Box 1262  Orting WA 98360		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mount Vernon Fire Insurance Co.		NAIC # 26522	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	NBP2551621A	09/14/2016	09/14/2017	EACH OCCURRENCE	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PROPERTY DAMAGE (Per accident)	\$
						PER STATUTE    OTH-ER	\$
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured per form BP0448 (01/06).

**CERTIFICATE HOLDER****CANCELLATION**

The City of Orting  
 110 Train St SE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Orting

WA 98360

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 09/14/2016

The City of Orting

110 Train St SE

Orting, WA 98360

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-52</b> <b>SUBJECT:</b> Resolution No 2017-10 – Declaring A Public Purpose And Authorizing City Sponsorship Of Restore America-The Soldiers Home Restoration Ride.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Agenda Item #:</b></td> <td><b>AB17-52</b></td> </tr> <tr> <td><b>For Agenda of:</b></td> <td><b>7/12/2017</b></td> </tr> <tr> <td><b>Department:</b></td> <td><b>C&amp;GA</b></td> </tr> <tr> <td><b>Date Submitted:</b></td> <td><b>7/7/17</b></td> </tr> </table>	<b>Agenda Item #:</b>	<b>AB17-52</b>	<b>For Agenda of:</b>	<b>7/12/2017</b>	<b>Department:</b>	<b>C&amp;GA</b>	<b>Date Submitted:</b>	<b>7/7/17</b>				
<b>Agenda Item #:</b>	<b>AB17-52</b>												
<b>For Agenda of:</b>	<b>7/12/2017</b>												
<b>Department:</b>	<b>C&amp;GA</b>												
<b>Date Submitted:</b>	<b>7/7/17</b>												
<b>Orting Staff &amp; Professional Representatives</b>													
Mayor, Joachim Pestinger													
City Administrator, Mark Bethune	X												
City Attorney, Charlotte Archer													
City Clerk, Jane Montgomery													
City Treasurer, Scott Larson													
Police Chief, Bill Drake													
Public Works, Dean Kaelin													
Recreation and Parks, Beckie Meek													
Municipal Court, Kaaren Woods													
Parametrix, JC Hungerford													
BHC Consultants, Roger Wagoner													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Cost of Item:</b></td> <td><u>  N/A  </u></td> </tr> <tr> <td><b>Amount Budgeted:</b></td> <td><u>                    </u></td> </tr> <tr> <td><b>Unexpended Balance:</b></td> <td><u>                    </u></td> </tr> <tr> <td colspan="2"><b>Timeline:</b></td> </tr> <tr> <td colspan="2"><b>BARS:</b></td> </tr> <tr> <td colspan="2"><b>Fiscal Note:</b></td> </tr> </table>	<b>Cost of Item:</b>	<u>  N/A  </u>	<b>Amount Budgeted:</b>	<u>                    </u>	<b>Unexpended Balance:</b>	<u>                    </u>	<b>Timeline:</b>		<b>BARS:</b>		<b>Fiscal Note:</b>	
<b>Cost of Item:</b>	<u>  N/A  </u>												
<b>Amount Budgeted:</b>	<u>                    </u>												
<b>Unexpended Balance:</b>	<u>                    </u>												
<b>Timeline:</b>													
<b>BARS:</b>													
<b>Fiscal Note:</b>													
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator													
<b>Attachments: Proposed Resolution No 2017-10; Special Event Permit Application, Restore America Club..</b>													
<p><b>SUMMARY STATEMENT:</b> Pursuant to the City’s newly adopted Special Event Sponsorship Policy (“Policy”), the City has received an application for sponsorship from the Restore America Club. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must: 1.Be one where all citizens can reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. The enclosed proposed Resolution No. 2017-10 reflects a finding that the proposed event qualifies for sponsorship, and authorizes the sponsorship of the proposed event, pursuant to a contract entered into between the Mayor and the organization holding the event.</p>													
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Reviewed by Community &amp; Government Affairs Committee on 07/07/17. The Community &amp; Government Affairs Committee recommends Council approve the proposed Resolution.</p>													
<p><b>RECOMMENDED ACTION: MOTION:</b> To approve resolution No. 2017-10, A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Sponsorship Of Restore America Club- Soldiers Home Restoration Ride.</p>													

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2017-10**

---

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF SOLDIERS  
HOME RESTORATION RIDE.**

---

**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from Soldiers Home Restoration Ride presented by Restore America Club, a Nonprofit Corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on July 7<sup>th</sup>, 2017, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Restore America Club/Soldiers Home Restoration Ride is an annual fundraising event to restore the Washington Soldiers Home Cemetery in Orting project; and

**WHEREAS**, the City Council finds that this is a charity event that promotes community participation, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to Community partners, veterans and their family’s; and honoring the final resting place of American Heroes; and

**WHEREAS**, The City Council finds that the Soldiers Home Restoration Ride seeks to engage the entire community by promoting volunteerism, charity, community participation; and

**WHEREAS**, the City Council finds that the Restore America Clubs application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Soldiers Home Restoration Ride is an event that promotes community involvement, and commitment to our nations Veterans, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's sponsorship of the Soldiers Home Restoration Ride, pursuant to the City's Policy, at the Tier # 2 level. This authorization extends to each event identified on the Restore America Club for sponsorship. The Mayor is authorized to enter into a contract with the Restore America Club to memorialize the City's sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12<sup>th</sup> DAY OF JULY, 2017.**

CITY OF ORTING

---

Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

---

Jane Montgomery, City Clerk

Approved as to form:

---

Charlotte A. Archer  
Kenyon Disend, PLLC  
City Attorney



110 Train St E, PO Box 489, Orting, WA 98360  
Phone: 360.893.2219 ext. 120 \* Fax: 360.893.6809  
Email: parks@cityoforting.org  
Website: www.cityoforting.org

### SPECIAL EVENT PERMIT APPLICATION

A Special Event Permit Application must be submitted thirty (30) days prior to the intended date, as well as a Certificate of Insurance with naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00 and a map that shows the area in which the event will take place and affected areas. Applicants are encouraged to get the applications submitted in a timely manner to ensure the best coordination with City Personnel.

Definition: A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs, bike-a-thon, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming etc.

Permit Application: An application for a Special Event Permit will be made in writing, on forms provided by the City of Orting. Completed application, Permit Fee and Event Map must be submitted to the City of Orting at least 30 days prior to event and will be scheduled a meeting with City Department Heads. It is required that the Applicant meet with Department Heads in a scheduled meeting to go over the Special Event Permit Application to assure that everyone is prepared prior to the event. If roads are to be closed for any time at all during the event the Applicant/Sponsoring Unit must contact Washington State Department Of Transportation (WSDOT) to obtain a pennit for the event and provide a copy for the City at least 2 weeks prior to the event. Not meeting deadlines may result in cancelation of the event. Intls: \_\_\_\_\_

Permit Application Rates: For Rates see Resolution 2011-12 (included in packet)

NAME OF APPLICANT: Restore America Club  
SPONSORING AGENT: \_\_\_\_\_  
ADDRESS: 3620 100th St SW Suite B  
CITY/STATE/ZIP: Lakewood, WA 98499 / \_\_\_\_\_  
EMAIL ADDRESS: Graham.Hunt@RestoreAmericaClub.com  
NAME OF EVENT: Soldiers Home Restoration Ride - 3rd Annual  
TYPE OF EVENT:

- Festival
- Parade
- Run/Race
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) MC Ride with BBQ in the Park

DATE OF EVENT: 8/26/2017  
TIME OF EVENT: Set Up 8 AM Start of Event 11 AM End of Event 2 PM End Time 3 PM  
CONTACT PERSON FOR EVENT (day of): Graham Hunt  
PHONE OF CONTACT PERSON: 253-655-7543  
ALTERNATE CONTACT PERSON (day of): Marc Perez  
PHONE OF ALTERNATE PERSON: 253-219-3012

Soldiers Home Restoration

NAME OF EVENT: Ride DATE OF EVENT: 8/26/17

Certificate of Insurance showing the City of Orting as an additional Insurer (please attach).

Name of Insurance Company: Will provide

Policy Number: Will provide

What arrangements have been made to provide for additional garbage service and where is the plan for placement (Show on Map)?

What arrangements have been made to provide adequate restroom facilities and where (Show on Map)?

Renting Portable facilities from city

Will there be any open flame, cooking facilities, or gas cylinders (Show on Map)? \_\_\_\_\_  
No open flame, food precooked

**VENDORS:**

Will there be any vendors? (Circle one) ~~YES~~ **NO** If YES, vendors are required to purchase a City of Orting Business License prior to the event or the Applicant must purchase a Blanket License to cover all vendors. (Resolution 2011-12) It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., VanScoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the Event Coordinator.

Will City services be requested (must arrange at event meeting)?

- ◇ Barricades: How Many/Where (Show on Map) Yes, same as last year  
Request to block off road for MC parking between parks
- ◇ Signage: What Signs/Where (Show on Map) \_\_\_\_\_  
Asking for banner over Washington
- ◇ Police Officers: How Many/For what service/What Hours (must arrange at event meeting) Not needed
- ◇ City Crew: How Many/For what service/What Hours (must arrange at event meeting) Not needed
- ◇ Street Sweeper: Date of Request N/A
- ◇ Electricity: Basic Electrical Outlets and/or Spider Boxes For sound equipment - electricity at Gazebo
- ◇ Banner: If a banner is requested a banner application must be completed but will not pay an additional fee. (Included in packet)
- ◇ Other: \_\_\_\_\_

NAME OF EVENT: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain) \_\_\_\_\_  
No

What methods will you be using to notify adjacent homeowners/businesses? (Please explain) Banner over Washington if approved

A City Map that shows the area in which the event will take place must be included in the packet. Show on the map the streets that will be closed, the location and quantity of barricades, all signage for flow of traffic, where garbage receptacles will be placed and where restroom facilities are provided.

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department Of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: GH

HOLD HARMLESS STIPULATION: Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Special Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: GH

Signature: \_\_\_\_\_

Date: 6/20/17

*Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:*

Mail to:  
City of Orting  
Attention: Event Permit  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
110 Train St SE  
Orting, WA 98360

\*If you have questions regarding the application please call (360) 893-2219 ext. 120\*

\*\*A receipt showing payment is NOT approval of the event\*\*

Applicant must meet with all department heads at one time in a meeting to discuss the event. The meeting will be arranged by the Orting Parks and Recreation. Applicant will be notified of the date, time and place of the meeting. The reason for this is to assure that everyone is on the same page prior to the event.

For Office Use Only

Detailed Map Enclosed: YES / NO      WSDOT Permit Enclosed: YES / NO  
Banner Requested for Event: YES / NO (If yes must provide banner application (No Fee))  
Fee Paid \$ \_\_\_\_\_ Check / Cash / Debit / Credit      Receipt # \_\_\_\_\_



110 Train St E, PO Box 489, Orting, WA 98360  
 Phone: 360.893.2219 ext. 120 \* Fax: 360.893.6809  
 Email: [parks@cityoforting.org](mailto:parks@cityoforting.org)  
 Website: [www.cityoforting.org](http://www.cityoforting.org)

## BANNER PERMIT APPLICATION

This Banner Permit Application allows the City and WSDOT to keep track of a Banner across SR 162. The Application and Payment must be submitted prior to approval of the banner. Please see the banner requirements on the back of the form prior to application and payment turned in for a banner to be placed over the road. Before the installation the City of Orting will contact WSDOT as part of the permitting process. When the Banner is approved by WSDOT the City of Orting will notify you. Please allow up to 3 weeks for approval.

*This form must be completed IN FULL each time a banner is to be installed.*

**\*\*Name, Date and Event Sponsors are ONLY allowed on the banner for it to be approved by WSDOT\*\***

Name of Applicant: Restore America Club Sponsoring Unit: \_\_\_\_\_  
 Phone: 253-655-7543 Email: Graham.Hunt@RestoreAmerica.Club.com

Location of Banner Preferred (MARK ONE):  
 SR162 & WHITESELL \$55.00  
 SR162 & LEBER \$35.00

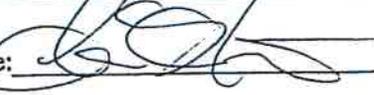
Date of Banner to be placed across: 8 / 11 / 17 to 8 / 27 / 17  
 (Please note that a banner may only be across the road for no more than 2 weeks at a time.)

**Type and Purpose of Banner in Detail (Size, Writing, Colors, One/Two sided, etc.):**

Banner is being made, please provide city requirements on size for 3' banner. Will be two sided and will have words "Soldiers Home Restoration Ride" Will also contain a date of ride and time. Will also have Restore America Club Logo on banner.

**Drawing of the Banner (Must be drawn each time of application):**

SOLDIERS HOME RESTORATIONS RIDE  
 AUG 26 2017 9-12  
 RESTOREAMERICACLUB.COM / EVENTS 

Signature:  Date: 8/1/2017

**Official Use Only:**

Received Request:	Amount Paid _____	Date <u>  /  /  </u>	Intls: _____
Email to WSDOT:	Date <u>  /  /  </u>	Intls: _____	(Please Attach)
Confirmation from WSDOT:	Date <u>  /  /  </u>	Intls: _____	(Please Attach)
Notification to Applicant:	Date <u>  /  /  </u>	Intls: _____	Point of Contact: _____

**RESTORE AMERICA CLUB**

**UBI Number** 603530028  
**Category** REG  
**Profit/Nonprofit** Nonprofit  
**Active/Inactive** Active  
**State Of Incorporation** WA  
**WA Filing Date** 08/11/2015  
**Expiration Date** 08/31/2017  
**Inactive Date**  
**Duration** Perpetual  
**Registered Agent Information**  
**Agent Name** GRAHAM HUNT  
**Address** 3620 100TH ST SW STE B  
**City** LAKEWOOD  
**State** WA  
**ZIP** 984994429  
**Special Address Information**  
**Address**  
**City**  
**State**  
**Zip**

**Governing Persons (as defined in RCW 23.95.105 (12) (<http://app.leg.wa.gov/RCW/default.aspx?cite=23.95.105>))**

Title	Name	Address
Governor	Shea, Matt	.
Governor	Young, Jesse	.
Governor	Taylo, David	.

# Agreement

## Insurance & Indemnity Requirements for City-Sponsored Events

All organizations selected to host City-Sponsored events pursuant to this policy shall execute an agreement with the City prior to the event, and said agreement shall include the following requirements pertaining to indemnification and insurance:

### 1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

### 2. Insurance

#### A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

#### B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

#### C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

#### D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by

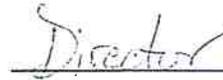
this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

  
\_\_\_\_\_  
Applicant Signature

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Sponsoring Agent

  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Graham Hunt(790131H) 3620 100th St SW Ste B  Lakewood WA 98499-4429		<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, NO, EXT):</b> 253-237-1818	<b>FAX (A/C, NO):</b> 888-789-3183
		<b>E-MAIL ADDRESS:</b> ghunt@farmersagent.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> HUNT FAMILY INSURANCE AGENCY RESTORE AMERICA CLUB 3620 100TH ST SW SUITE B LAKEWOOD WA 98499		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	605069355	01/13/2017	01/13/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 75,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	\$
							OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SOLDIERS HOME RESTORATION RIDE - 3RD ANNUAL

<b>CERTIFICATE HOLDER</b> CITY OF ORTING 110 TRAIN ST SE  ORTING WA 98360	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

### SCHEDULE\*

Designation of Premises (Part Leased to You): 3620 100TH ST SW SUITE B, LAKEWOOD, WA 98499

Name of Person or Organization (Additional Insured): CITY OF ORTING

Additional Premium:

A. The following is added to Paragraph C. WHO IS AN INSURED in the Businessowners Liability Coverage Form:

4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

B. The following exclusions are added:

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
2. Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-53</b> <b>SUBJECT: Generator Maintenance – three year contract</b>	<b>Agenda Item #:</b>	<b>AB17-53</b>
	<b>For Agenda of:</b>	<b>June 28, 2017</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>June 7, 2017</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger	X	<b>Cost of Item:</b>	<u>\$20,072.34</u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted 2017:</b>	<u>\$12,000</u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>\$</u>
City Clerk, Jane Montgomery		<b>Timeline: 2017-2019</b>	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		<b>BARS: 408.535.50.48.07 / 401.534.60.48.02</b>	
Public Works, Dean Kaelin	X	<b>Fiscal Note: This is a three year contract, and the cost per year is \$6,690.78.</b>	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			

<b>Attachments: Bid Documents</b>
<b>SUMMARY STATEMENT:</b> On June 7, 2017 the Public Works Committee recommended to move forward and request Council approval of a three year contract with low bidder for generator maintenance, Cummins NW. The City spent \$9,789.89 and \$7,118.26 in 2015 and 2016 respectively on generator maintenance. The cost for three years is \$ \$20,072.34.
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee
<b>RECOMMENDED ACTION: MOTION:</b> To authorize the Mayor to enter into an agreement with the low bidder, Cummins NW, for three years at a cost of \$20,072.34.

**City of Orting**  
**2017-2019 Generator Maintenance & Repair RFP**  
**(3 year cumulative totals)**

<b>Company</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Total</b>
Cummins NW	\$ 6,690.78	\$ 6,690.78	\$ 6,690.78	\$ 20,072.34
NC Machinery	\$ 10,622.97	\$ 10,941.66	\$ 11,260.35	\$ 32,824.98
Legacy Power (state contract)	\$ 8,241.00	\$ 8,241.00	\$ 8,241.00	\$ 24,723.00

\*prices include 9.4% sales tax

**Listed below are Companies that were contacted by e-mail for Maintenance bids**

- 'generatorservicesnw@yahoo.com';
- 'rich@elessinc.com';
- 'powergenbids@pacificpowergroup.com';
- 'Mike Porter' <[MPorter@tacomadiesel.com](mailto:MPorter@tacomadiesel.com)>;
- 'dkoons@tauruspower.com';
- [Cummins Northwest \(dan.lanske@cummins.com\)](mailto:dan.lanske@cummins.com);
- 'AKosobutsky@ncpowersystems.com';



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-54</b> <b>SUBJECT: Backhoe Purchase</b>	<b>Agenda Item #:</b>	<b>AB17-54</b>
	<b>For Agenda of:</b>	<b>7.12.17</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>7.7.17</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>\$101,121.63</u>
City Administrator, Mark Bethune	<b>X</b>	<b>Amount Budgeted:</b>	<u>\$0</u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>\$</u>
City Clerk, Jane Montgomery		<b>Timeline:</b> <i>Item has a lead-time of 6-8 weeks for delivery</i>	
City Treasurer, Scott Larson		<b>BARS:</b> see breakdown	
Police Chief, Bill Drake		<b>Fiscal Note:</b> See attachment A for a breakout of the funds paying for the backhoe.	
Public Works, Dean Kaelin	<b>X</b>		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			

**Agenda Placement:**  Mayor     Councilmember     Committee Chair     City Administrator

**Attachments:**

**SUMMARY STATEMENT:**

*The City's 1992 Case Backhoe is at or beyond its useful life and in need of replacement. The current backhoe has 5,951 hours on the clock and was purchased in July of 1993 for \$45,248. An internet search and discussion with folks who rely on these machines for a livelihood reveals that these machines typically run reliably for between 5,000 and 7,000 hours and between 10 and 20 years. Also included in the life expectancy, is that for machines that provide a critical function, such as being available to fix infrastructure in an emergency, machines are generally replaced at the lower end of those life expectancy scales. The City's backhoe is a critical part of managing our infrastructure. Its use includes digging up water leaks, repairing sewer main brakes, and use during flooding events. Further, this piece of equipment aids in snow removal, maintaining our parks, and making various street repairs. Since the beginning of 2015, the City has spent \$29,630.51 on repairs and maintenance on this machine (see attachment B for a listing of our maintenance since 2011). What we haven't tracked is how many days of downtime these repairs have caused. When the City has seen the potential for flooding events, we have had to go out and rent a backhoe so that we are able to respond to any emergency that may arise.*

*The City had planned to replace this piece of equipment during the 2018 budget. However, due to high repair costs, the machine's increasing reliability issues, and the need to have a machine that is reliable to respond during an emergency, we are recommending that we replace the current backhoe early by using a combination of fund balance and a loan from the State Treasurer that is addressed in a subsequent ordinance.*

*The low bidder for a new backhoe is Sonsray Machinery (see attachment C for a breakout of the two bidders) who put forward a 2017 Case 580 SN that met the City's specifications. The total cost of the backhoe is \$94,710.63. Additionally, staff is recommending that the City also purchase a 60 month zero deductible extended warranty plan for \$3,334.00 and a 1000 hour maintenance contract for \$3,077.00 which will cover maintenance costs for four years based on our current utilization of about 250 hours per year. Total cost for the backhoe including the extended warranty and maintenance plan is \$101,121.63.*

It was also requested that an accompanying trailer for the backhoe be brought forward. Sonsray was the low bidder for the trailer (see attachment C for the two trailer bids), and they put forward an Interstate 20DT that is capable of hauling the backhoe. The cost for the trailer is \$13,605.11. Staff and the utility committee are not recommending the purchase of a trailer at this point due to the added costs in time of loading, tying down, and transporting the equipment around town on a trailer. Most of our repairs are concentrated within the City limits, and with the replacement of the Orville Rd. water line, there will be even fewer repairs that take the machine outside the City.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** *Recommended by PW Committee.*

**RECOMMENDED ACTION: MOTION: *To approve the expenditure of \$101,121.63 for the purchase of a 2017 Case 580 SN from Sonsray Machinery.***

**Attachment A: Fund Breakout**

<u>Fund</u>	<u>Fund Allocation</u>	<u>Fund Balance</u>	<u>Finance Amount</u>	<u>Total Cost</u>
Streets	15%	\$ 1,668.24	\$ 13,500.00	\$ 15,168.24
Parks	15%	\$ 1,668.24	\$ 13,500.00	\$ 15,168.24
Water	30%	\$ 3,336.49	\$ 27,000.00	\$ 30,336.49
Sewer	25%	\$ 2,780.41	\$ 22,500.00	\$ 25,280.41
<u>Storm</u>	15%	<u>\$ 1,668.24</u>	<u>\$ 13,500.00</u>	<u>\$ 15,168.24</u>
Total		\$ 11,121.63	\$ 90,000.00	\$ 101,121.63

Attachment B: 1992 Case 580 Backhoe R&M Log

Date	Status	Business	Maintenance Type	Amount	Notes
3/28/2006	Completed	Equipment Experts	Engine Repair	\$758.79	not shifting, clutch and lights not working
1/11/2011	Completed	Case Power & Equip	Misc Repairs	\$64.9	Parts
9/13/2011	Completed	Case Power & Equip	Misc Repairs	\$851.43	Parts
10/18/2011	Completed	Case Power & Equip	Misc Repairs	\$288.55	Filters
3/15/2012	Completed	County Line Equip Co	Misc Repairs	\$3,258.42	Repairs
3/20/2012	Completed	County Line Equip Co	Misc Repairs	\$574.45	Repairs
8/23/2012	Completed	Case Power & Equip	Misc Repairs	\$304.06	parts
11/2/2012	Completed	Case Power & Equip	Misc Repairs	\$234.06	parts
1/23/2013	Completed	case power & Equip	Misc Repairs	\$80.55	parts
6/12/2013	Completed	Sonsary Machinery	Misc Repairs	\$278.34	parts & repairs
10/10/2013	Completed	Sonsary Machinery	Misc Repairs	\$1,386.59	parts & repairs
11/20/2013	Completed	Sonsary Machinery	Misc Repairs	\$375.28	parts
2/4/2014	Completed	sonsary machinery	Misc Repairs	\$199.	parts
					Belt and seat needed repair and new assembly Safety biet \$80.48 v-belt \$52.17 Seat \$1125.00 tensioner \$116.55 labor \$1421.70 enviro fee \$55.91 shop supplies \$95.71 zone 1 \$125.00 tax \$ 291.90
1/30/2015	Completed	Sonsray Machinery LLC	Scheduled Maintenance	\$3,364.42	
3/3/2015	Completed	Kibbey's Batter Service	Change Battery	\$98.46	304 Battery
3/19/2015	Scheduled	Les Schwab	Tires	\$75.49	tire flat & change
4/16/2015	Completed	Les Schwab	Tires	\$18.6	flat repair
4/16/2015	Completed	Les Schwab	Tires	\$18.6	repair flat tire
5/5/2015	Completed	Orting Auto Parts	Oil Change	\$19.03	1 gal Delo 400 LE SAE 15w40 oil for adding to backhoe
5/5/2015	Completed	Orting Auto Parts	Oil Change	\$19.03	1 gal Delo 400 LE SAE 15w40 oil for adding to backhoe
5/12/2015	Completed	Orting Auto Parts	Oil Change	\$79.66	
5/12/2015	Completed	Orting Auto Parts	Oil Change	\$38.06	

7/31/2015	Completed	Equipment Experts	Scheduled Maintenance	\$7,638.77	repair to brakes, lights, transmission oil and \$990 in towing charges
8/26/2015	Completed	Sonsray Machinery	Misc Repairs	\$394.25	cutting edge and bolts
9/21/2015	Completed	Equipment Experts	Engine Repair	\$669.36	Replaced Alternator
9/30/2015	Completed	Equipment Experts	Engine Repair	\$1,723.27	transmission, brake, master cylinder
10/8/2015	Completed	Orting Auto Parts	Misc Repairs	\$17.56	reg maint
10/19/2015	Completed	Case Power & Equip	Scheduled Maintenance	\$1,649.78	Repairs
10/20/2015	Completed	Equipment Experts	Misc Repairs	\$940.24	front and rear transmission seals need replaced. \$664.88 of cost is labor
11/23/2015	Completed	Sonsray machinery	Misc Repairs	\$836.68	swing cam broke
12/4/2015	Completed	Sonsray Machinery LLC	Oil Change	\$260.99	Annual maint of oil, hydraulic oil and assoc. filters
2/1/2016	Completed	Equipment Experts	Misc Repairs	\$334.55	repair of lighting & wiring
2/5/2016	Completed	Les Schwab	Tires	\$21.88	flat repair
10/11/2016	Completed	Equipment Experts	Brake Repairs	\$4,430.73	Repaired brakes & hydraulics, towing charges \$400
10/11/2016	Completed	Equipment Experts, Inc.	Brake Repairs	\$28.6	Checked Brakes
10/14/2016	Completed	Equipment Experts	Brake Repairs	\$324.91	Onsite Services charges: found machine had zero fluid in reservoir. checked fluid level in rear differential and found it over filled. Returned to Lakewood shop for repairs
11/5/2016	Completed	equipment experts	Brake Repairs	\$4,440.91	brakes went out
11/15/2016	Completed	sonsray machinery	Scheduled Maintenance	\$377.72	air filters, engine oil and hydraulic oil lock assembly and handle
12/2/2016	Completed	les schwab	Tires	\$107.21	backhoe tire flat
12/9/2016	Completed	O'Reillys	Misc Repairs	\$41.32	motor oil for stock
1/5/2017	Completed	Oreilly Auto	Misc Repairs	\$26.09	purchased anti-freeze
1/9/2017	Completed	arrow lumber	Misc Repairs	\$10.87	rags for cleaning
2/15/2017	Completed	O'Reilly Auto Parts	Misc Repairs	\$20.65	degreaser

2/24/2017	Completed	Equipment Experts	Engine Repair	\$1,550.52	gear box had foaming fluid; worked on seals and senders, orings. (\$911.14 in labor)
6/21/2017	Completed	Napa Auto Parts	Misc Repairs	\$52.3	change out swivel & hose
				<b>\$38,284.93</b>	





**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-55</b> <b>SUBJECT:</b> Ordinance No. 2017-1013 State Treasurer LOCAL Program Equipment Financing	<b>Agenda Item #:</b>	<b>AB17-55</b>
	<b>For Agenda of:</b>	<b>7/12/17</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>7/5/17</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger	X	<b>Cost of Item:</b>	<u>  \$0  </u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted:</b>	<u>  \$0  </u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>  \$0  </u>
City Clerk, Jane Montgomery		<b>Timeline:</b> <i>Critical to pass at first reading</i>	
City Treasurer, Scott Larson	X		
Police Chief, Bill Drake		<b>BARS:</b>	
Public Works, Dean Kaelin		<b>Fiscal Note:</b> <i>Principal payments will not begin until 2018.</i>	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford			
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

**Attachments: Ordinance No. 2017-1013, LOCAL Agreement**

*The City of Orting executed a Notice of Intent with the State Treasurer's Office LOCAL Program to finance a backhoe for the public works department. The amount requested to finance is \$90,000 with a four year repayment term. The first payment is in 2018. The program was originally created by the Legislature in 1989 ([RCW 39.94](#)) to provide the lowest cost financing for state agency purchases by pooling funding needs into larger offerings of securities. Local government agencies of all types can finance equipment or real estate needs through the State Treasurer's office subject to existing debt limitations and financial considerations. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. The LOCAL program is an excellent example of state and local governments working together to deliver the most cost effective and highest quality product possible.*

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** Reviewed and recommended to bring to Council by the Public Works Committee on July 5, 2017.

**RECOMMENDED ACTION: MOTION: To Adopt Ordinance No. 2017-1013, Authorizing The Acquisition Of Personal Property And Execution Of A Financing Contract And Related Documentation Relating To The Acquisition Of Said Personal Property With The Office Of The State Treasurer LOCAL Program.**

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2017-1013**

---

**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON  
FOR THE AUTHORIZATION FOR THE ACQUISITION OF  
PERSONAL PROPERTY AND EXECUTION OF A FINANCING  
CONTRACT AND RELATED DOCUMENTATION RELATING  
TO THE ACQUISITION OF SAID PERSONAL PROPERTY.**

---

**WHEREAS**, the City/Town of Orting (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the “NOI”) to the form of Local Agency Financing Contract attached hereto (the “Local Agency Financing Contract”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW Ch. 39.94; and

**WHEREAS**, it is deemed necessary and advisable by the Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the “Property”); and

**WHEREAS**, it is deemed necessary and advisable by the Council of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$90,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

**WHEREAS**, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

**WHEREAS**, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1.** The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of one Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

**Section 2.** The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$90,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

**Section 3.** The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

**Section 4.** The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

**Section 5.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 12<sup>TH</sup> DAY OF JULY, 2017.**

CITY OF ORTING

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Joachim Pestinger, Mayor

\_\_\_\_\_  
Jane Montgomery, City Clerk

Approved as to form:

\_\_\_\_\_  
Ann Marie J. Soto, Acting City Attorney  
Kenyon Disend PLLC

Filed with the City Clerk: 7.6.17  
Passed by the City Council: 7.12.17  
Date of Publication: 7.14.17  
Effective Date: 7.19.17

**Attachment**

**Form Of Local Agency Financing Contract**

Transaction No. \_\_\_\_\_

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LOCAL AGENCY FINANCING CONTRACT, SERIES #1#  
(Personal Property)

by and between the

STATE OF WASHINGTON

and

City of Orting,  
Municipal Corporation  
("Local Agency")

Relating to

\$ \_\_\_\_\_  
State of Washington  
Certificates of Participation, Series #1#  
(\_\_\_\_\_)

Dated as of \_\_\_\_\_, 20\_\_

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**LOCAL AGENCY FINANCING CONTRACT, SERIES #1#  
(Personal Property)**

This Local Agency Financing Contract, Series #1# (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and **City of Orting**, a **Municipal Corporation** of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_ ; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, Series #1# , dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the “Property”), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

## ARTICLE I

### DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State’s right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the

Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series #1# Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

## ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III  
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;  
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract*. The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues*. In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation’s right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV  
OPTIONAL PREPAYMENT OF AGENCY  
INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V  
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(v) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI  
EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

## ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that

may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series #1# Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE  
STATE TREASURER

By \_\_\_\_\_  
Treasurer Representative

LOCAL AGENCY:

[AGENCY NAME]

By \_\_\_\_\_  
Authorized Agency Representative

By \_\_\_\_\_  
Authorized Agency Representative

By \_\_\_\_\_  
Authorized Agency Representative

EXHIBIT A  
NOTICE OF INTENT

[attached]

# Notice of Intent

State of Washington LOCAL PROGRAM

## Local Agency Information

Legal Name: City of Orting

County: Pierce

Address: 110 Train Street SE

Contact Person: Scott Larson

Phone: (360) 893-2219 x111

E-mail: slarson@cityororting.org

MCAG No.: 0594

Zip: 98360

Title: City Treasurer

Fax: (360) 893-6809

## Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Backhoe

Purpose of property (Please be specific and include dept. of use): Public Works/Utility Department

Total cost: \$ 105,000

Maximum amount to finance: \$ 90,000

Finance term: 4

Useful life: 20

Desired financing date: 10/1/2017

If **real estate**, the Real Estate Worksheet:  Is attached  Will be provided by (date):

If **equipment**, select how the property purchase price will be paid:

Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> or call 360.407.8180.*

## Security Pledge

Voted general obligation of local government  Non-voted general obligation of local government

## Other Information

If any of the following apply, please provide a complete discussion on a separate page:

Yes  No Is the local agency a party to significant litigation?

Yes  No Has the agency received a bond rating in the last two years? If yes, bond rating(s):

(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: 

Date: 5/10/17

Printed Name: Scott Larson

Title: City Treasurer

EXHIBIT B  
PERSONAL PROPERTY CERTIFICATE

[attached]

EXHIBIT C  
CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

### Certificate Designating Authorized Agency Representatives

I, \_\_\_\_\_ of the City of Orting (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No.2017-1013, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, No. 2017-1013 of the \_ \_ following signature(s) [is/are] required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

\_\_\_\_\_[Name]\_\_\_\_\_[Title]  
(signature)

\_\_\_\_\_[Name]\_\_\_\_\_[Title]  
(signature)

\_\_\_\_\_[Name]\_\_\_\_\_[Title]  
(signature)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
[Title]\_\_\_\_\_  
City of Orting

SUBSCRIBED AND SWORN TO before me this \_ \_ day of \_ \_ , 20 \_ \_ .

By: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-56</b> <b>SUBJECT: Eldredge Avenue NW Sanitary Sewer Rehabilitation Project Notice of Award</b>	<b>Agenda Item #:</b>	<b>AB17-56</b>
	<b>For Agenda of:</b>	<b>7/12/17</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>7/6/17</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>\$208,904</u>
City Administrator, Mark Bethune	<b>X</b>	<b>Amount Budgeted:</b>	<u>\$200,000</u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>\$-8,904</u>
City Clerk, Jane Montgomery		<b>Timeline: N/A</b>	
City Treasurer, Scott Larson			
Police Chief, Bill Drake		<b>BARS: 408-594-35-63-16</b>	
Public Works, Dean Kaelin	<b>X</b>	<b>Fiscal Note:</b>	
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	<b>X</b>		
BHC Consultants, Roger Wagoner			

**Agenda Placement:**  Mayor     Councilmember     Committee Chair     City Administrator

**Attachments: Certified Bid Tab**

**SUMMARY STATEMENT:** The City of Orting has historically experienced high flow rates during the wet weather months at the Wastewater Treatment Plant. In 2008, Michels Corporation performed a survey of the entire sanitary sewer collection system, which included videotaping and smoke testing. Through this survey, areas of high infiltration and inflow were identified and ranked based on severity. One of the locations that was ranked highly is between Manhole 211, located in the intersection of Eldredge Avenue NW and Whitesell Street S, and the unnumbered manhole that was installed in 2010 in Eldrege Avenue NW, just northwest of Calistoga Avenue W. The rehabilitation will include approximately 880 linear feet (LF) of 8-inch sewer main. In addition, four manholes will be rehabilitated.

The City opened bids on June 8, 2017 at 10:00 AM. Realm, Inc. is the apparent low bidder with a bid of \$208,904 for the Base Bid and Additive 2. It is recommended due to available budget that Additive 2 not be awarded at this time. Additive 2 will be reviewed and completed at a later date under a separate contractor if needed.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Utility Committee 6/5/17**

**RECOMMENDED ACTION: MOTION: To award the Base Bid and Additive 2 to Realm, Inc. in the amount of \$208,904.**

Parametrix, Inc.  
 1019 39th Ave SE, Ste. 100  
 Puyallup, WA 98374

Project Name: ELDREDGE AVENUE NW SANITARY SEWER REHABILITATION PROJECT  
 ENGINEERS ESTIMATE

							Realm, Inc		
Item No.	Spec. Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount	
<b>GENERAL</b>									
1	1-04	Minor Change	EQ ADJ	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
2	1-09	Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 37,000.00	\$ 37,000.00	
3	1-10	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	
<b>SEWER</b>									
7	7-20	Connections to Sewer Main	EA	21	\$ 1,000.00	\$ 21,000.00	\$ 3,500.00	\$ 73,500.00	
8	7-21	Cured-In-Place Sewer Pipe 8 In. Diam.	LF	883	\$ 45.00	\$ 39,735.00	\$ 63.00	\$ 55,629.00	
						Subtotal Bid Schedule	\$	88,735.00	\$ 173,129.00
						Sales Tax (9.3 percent)	\$	8,252.36	\$ 16,101.00
						<b>TOTAL BID SCHEDULE (subtotal plus sales tax)</b>	\$	<b>96,987.36</b>	\$ <b>189,230.00</b>

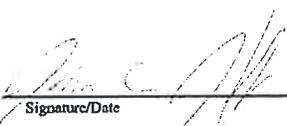
<b>ADDITIVE 1</b>									
<b>SEWER</b>									
5	7-19	Sewer Cleanout at ROW	EA	21	\$ 1,200.00	\$ 25,200.00	\$ 9,238.00	\$ 193,998.00	
6	7-20	Cured-In-Place Sewer Lateral Rehabilitation	EA	21	\$ 1,500.00	\$ 31,500.00	\$ 3,850.00	\$ 80,850.00	
						Subtotal Bid Schedule	\$	56,700.00	\$ 274,848.00
						Sales Tax (9.3 percent)	\$	5,273.10	\$ 25,560.86
						<b>TOTAL BID SCHEDULE (subtotal plus sales tax)</b>	\$	<b>61,973.10</b>	\$ <b>300,408.86</b>

<b>ADDITIVE 2</b>									
<b>SEWER</b>									
4	7-06	Manhole Rehabilitation	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,500.00	\$ 18,000.00	
						Subtotal Bid Schedule	\$	22,000.00	\$ 18,000.00
						Sales Tax (9.3 percent)	\$	2,046.00	\$ 1,674.00
						<b>TOTAL BID SCHEDULE (subtotal plus sales tax)</b>	\$	<b>24,046.00</b>	\$ <b>19,674.00</b>

<b>BID SUMMARY</b>									
						Total Base Bid	\$	96,987.36	\$ 189,230.00
						Total Base Bid Plus Additive 1	\$	158,960.46	\$ 489,638.86
						Total Base Bid Plus Additive 2	\$	121,033.36	\$ 208,904.00
						Total Base Bid Plus Additive 1, Plus Additive 2	\$	183,006.46	\$ 509,312.86

Sealed bids were opened at the City of Orting, City Hall  
 110 Train Street SE, Orting, WA at 10:00 AM June 8, 2017

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcription of the unit prices and total amount bid.

  
 Signature/Date 7/6/17

\*\*\*Apparent Low Bidder



  
 7/6/17



**City Of Orting  
Council Agenda Summary Sheet**

<b>AB17-57</b> <b>SUBJECT: Eldredge Ave NW Sanitary Sewer Rehabilitation Project Construction Services</b>	<b>Agenda Item #:</b>	<b>AB17-57</b>
	<b>For Agenda of:</b>	<b>7/6/17</b>
	<b>Department:</b>	<b>Public Works</b>
	<b>Date Submitted:</b>	<b>7/12/17</b>

<b>Orting Staff &amp; Professional Representatives</b>			
Mayor, Joachim Pestinger		<b>Cost of Item:</b>	<u>\$17,685</u>
City Administrator, Mark Bethune	X	<b>Amount Budgeted:</b>	<u>\$20,000</u>
City Attorney, Charlotte Archer		<b>Unexpended Balance:</b>	<u>\$2,315</u>
City Clerk, Jane Montgomery		<b>Timeline: N/A</b>	
City Treasurer, Scott Larson		<b>BARS: 408-594-35-41-14</b>	
Police Chief, Bill Drake		<b>Fiscal Note:</b>	
Public Works, Dean Kaelin	X		
Recreation and Parks, Beckie Meek			
Municipal Court, Kaaren Woods			
Parametrix, JC Hungerford	X		
BHC Consultants, Roger Wagoner			
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Councilmember <input checked="" type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			

**Attachments: Scope of Work and Budget for Professional Services**

**SUMMARY STATEMENT:** The attached scope of work will provide construction administration and construction observation services that Parametrix will provide for the Eldredge Avenue NW Sanitary Sewer Rehabilitation Project for the City of Orting.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** Transportation Committee 4/26/17

**RECOMMENDED ACTION: MOTION:** To approve the attached scope and budget for professional services as described in the attached Eldredge Avenue NW Sanitary Sewer Rehabilitation Project Scope of Work for Construction Services in the amount of \$17,685.

# SCOPE OF WORK

## City of Orting

### Eldredge Avenue NW Sanitary Sewer Rehabilitation Project Construction Services

#### SCOPE SUMMARY

This scope of work assumes the following:

- The “Project” will include the Eldredge Avenue NW Sanitary Sewer Rehabilitation Project as shown on the project construction documents dated May 2017.
- Construction duration will be 30 working days (beginning in July, 2017 and ending August 2017) for a total calendar duration of approximately 2 months.
- Additional improvements that extend the contract duration or require additional design efforts are not included.
- Parametrix will perform the functions involved in observing construction activities and reviewing completed phases of the work and assisting with the flow of communication between the City of Orting (Owner) and the Contractor, including reviewing pay requests and change orders. Owner’s staff time commitments will be minimal and primarily limited to approval of major contractual issues. It is assumed all applicable permits have been secured by the Owner and the project is ready to begin the construction phase. Owner’s staff will have final acceptance authority on issues related to quality of construction and cost issues.

Parametrix anticipates Construction Administration for this project to consist of the following tasks:

- Task 1 – Project Management and Administration
- Task 2 – Engineering Services During Construction
- Task 3 – Construction Observation

“Owner” as used in this scope of work is defined as the City of Orting or City of Orting staff. Below is a detailed description of the tasks included in this scope of work.

#### TASK 1 – PROJECT MANAGEMENT

##### Objectives

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.

## SCOPE OF WORK (continued)

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- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

### Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

### Assumptions

- Project management services will begin during preconstruction preparation in August 2017 and end with construction closeout by September 2017.
- Total construction time will not exceed 30 working days.

## TASK 02 – OFFICE SUPPORT

The objective of Task 2 is to provide construction administration and documentation services for the Eldredge Avenue Sanitary Sewer Rehabilitation Project. This task includes administering construction; monitoring construction costs and schedule; providing documentation of materials, submittals, and requests for information; preparing progress payments; and completing final construction contract documentation.

### Construction Meetings

Prepare for and facilitate the preconstruction meeting. Parametrix will prepare the agenda and project documentation package for the meeting. Minutes will be prepared and distributed to all applicable parties. Up to 15 weekly meetings and three field meetings during the course of construction will also be conducted. The purpose of the meetings is to observe, document, and facilitate resolution of any problems encountered during the course of construction.

### Construction Documentation

Parametrix will provide all required documentation for the project. Parametrix will maintain an accurate, up to date project file that will be copied to the City of Orting at the end of the project. Documentation in the project files will include the following items:

- Monitoring and calculating material quantities on a daily basis.
- Issuing Notice to Proceed upon receipt of executed contract, and associated forms and bonds.
- Preparing monthly pay estimates (2 total).
- Receiving and reviewing contractor's material submittals, including schedule for compliance with the project plans and specifications.
- Responding to requests for information (up to three total).
- Documenting contractor conformance with contract forms. Forms include public works contract, performance and payment bonds, certification of equal employment opportunity report, request for release, certifications for DBE's, certifications of insurance, Intents and Affidavits of Prevailing Wage for general contractor and all subcontractors or lower tier subcontractors, Request to Sublet Work (Form 421-012) for all subcontractors and lower tier subcontractors, and Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

## SCOPE OF WORK (continued)

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- Preparing up to 1 change orders for the City's signature and approval.
- Maintain file based on City-approved list of subcontractors to assure compliance with contract (per Section 1-08.1, Subcontracting, of the Special Provisions). This includes maintaining an approved Intent to Pay Prevailing Wages (Form LI 700-29), and verifying weekly payment of certified payrolls.
- Parametrix staff will coordinate the final walk-through and acceptance of the project. This will include documentation of any outstanding issues and follow-up to resolution. Parametrix will provide and/or assist with the execution of all project and contract close-out documentation including:
  - Verification of prevailing wages paid.
  - Notice of substantial completion.
  - Documentation of project punch list and completion thereof.
  - Notice of final completion.
  - Release of retainage.

### Deliverables

- Construction files.
- Construction Log including submittals, RFI's, Change Orders, Field Directives, etc.
- Construction Meeting agendas and minutes.
- Pay Requests – drafted for City's final approval.
- Submittal responses and Material Acceptance documentation.
- RFI responses.
- Records of contractor working days.
- Punchlist and final resolution of the punch list items.

### Assumptions

- All construction meetings will be held at the City of Orting City Hall or onsite.
- Construction files will be maintained at Parametrix' office.
- This task assumes 5 submittals, 2 RFI's and 2 contractor progress payments.

## TASK 03 -- CONSTRUCTION OBSERVATION

### Construction Observation

The construction observer will monitor the contractor on a part time basis (2 hours per day) during construction activities. Services provided under this task include, but are not limited to the following:

- Attendance at Preconstruction Meeting.
- Review of daily on-site project progress. This will be documented in the inspector's daily reports (IDRs) and field note records (FNRs).
- Documentation of pay quantities using Field Note Records.
- Verification of the contractor's work for compliance with the contract and City standards.
- Documentation of construction progress, potential problems, and identified problems with photos and/or videos.
- Inspection of contractor-implemented traffic control on a daily basis.
- Inspection of contractor-implemented temporary erosion and sediment control.

## SCOPE OF WORK (continued)

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- Upon substantial completion of the project, Parametrix staff along with appropriate City staff will perform a punch list walk-through of the entire project. The purpose is to itemize all miscellaneous uncompleted work items and/or faulty workmanship items that would need to be addressed before final acceptance of the project. Parametrix will document the list of outstanding items and coordinate with the contractor to expedite the completion.

### Deliverables

- Daily observation reports.
- Field note records.
- Project photos.
- Testing results of asphalt and subgrade.

### Assumptions

- Total construction time will not exceed 30 working days.
- Any change orders that require additional contract time may require additional time or costs associated with this task.
- Work days will not exceed 2 hrs. per day or 10 hours per week. As such, Parametrix may not be present for 100% of the contractor's activities such as daily set up and takedown. Weekend observation is not included in this scope of work.

Client: City of Orting  
 Project: City of Orting On-call 2014-2017  
 Project No: 2161711020

Phase	Task	Description	Labor Dollars	Labor Hours	Sr Engineer John C. Hungerford	Project Controls Specialist April D. Whitaker	Sr Project Accountant Shari Morgan	Puyallup Publications (WP)	Engineer I Clara F. Olson
2011		Eldredge Avenue NW Const. Mgmt	\$17,415.00	157	20	32	1	2	\$100.00
2011	01	PM	\$3,415.00	27	8	16	1	2	
2011	02	Office Support	\$6,120.00	54	8	16			30
2011	03	Const. Observation	\$7,880.00	76	4				72
<b>Labor Totals:</b>			<b>\$17,415.00</b>	<b>157</b>	<b>20</b>	<b>32</b>	<b>1</b>	<b>2</b>	<b>102</b>

\$170.00	\$110.00	\$105.00	\$95.00	\$100.00
\$3,400.00	\$3,520.00	\$105.00	\$190.00	\$10,200.00

Mileage \$270.00  
 Expense Total: \$270.00

Project Total: \$17,685.00